

Section B

Supplies or services and prices/costs

Contract Program Objective

The objective of this Contract program is to become the GWAC (Governmentwide Agency Contract) of choice for the Federal Government to meet its demand for high-quality competitive I.T. (Information Technology or IT) solutions from HUBZone certified businesses.

Contract Term

The Contract term will be a base period of two years with three one-year option periods (actual calendar dates will be set beginning with the date of award and the actual dates will be included in the Contract at this location in lieu of the writing within these parentheses).

HUBZone Program Overview

Through the Small Business Administration (SBA), the Small Business Reauthorization Act of 1997 was enacted and the HUBZone (historically underutilized business zone) Empowerment Contracting Program was created. Unlike other special procurement policies for small businesses such as the 8(a) program, the HUBZone initiative targets employment rather than ownership. The goal of this program is to stimulate and create jobs in areas of pervasive unemployment and underdevelopment. Both urban and rural communities have been designated as HUBZone areas. To be certified by SBA as a HUBZone certified firm, a business must meet four criteria:

- It must be a small business as defined by SBA rules, which apply on an industry-by-industry basis
- It must be owned and controlled by U.S. citizens
- The principal office of the company must be in a HUBZone
- At least 35% of its employees must reside in a HUBZone

The SBA has HUBZone information available at www.sba.gov.

There is a statutory mandate for the Federal Government to do business with HUBZone certified firms, and it has had only limited success achieving those objectives, presenting an unfilled niche/opportunity for this Contract program.

Work Estimates & Roles

This is a new GWAC program of the General Services Administration (GSA), Federal Technology Service (FTS), Small Business Solutions Development Center (SBSDC). There is no relevant historical sales trend that may be utilized to project with reasonable certainty the volume of work likely under these Contracts. GSA does not have projects designated for this Contract program and they are not guaranteed to be forthcoming. The different Federal Government entities/potential clients of these Contracts will make their own decisions on the benefits of utilizing HUBZone certified firms in this program for I.T. requirements. Furthermore, the Multiple Award Indefinite-Delivery Indefinite-Quantity (MAIDIQ) GWACs awarded under this Program include an Order Selection Process (OSP) by which the Orders will be subject to Fair Opportunity procedures emphasizing competition among firms in the selected Functional Areas (FAs). At this time, the breakdown of fixed-price and time & materials Order distribution is unknown. Also unknown is the location of work and the breakdown of Government site and Contractor site work. Additionally, there is uncertainty regarding the amount of supplies, travel and other direct costs that will be required, although market research reveals that they will be necessary in some cases. Furthermore, requirements may range from simple to highly complex.

The Government will be obligated to Contract holders only for services, items and quantities specified definitized in a valid Order issued under an awarded Contract, or, in the event of no Order issuance, for the minimum guarantee established in Section H.

Working with FTS

The business model of this Contract includes FTS Client Support Centers (CSCs) providing value-added services to other Government agencies (OGAs) for competitively priced fees, while SBSDC operating costs associated with awarding and managing these Contracts will be recovered through a 1% Contract Access Fee (CAF) - see additional CAF information in this Section B and in Section G. Just as Contractors benefit when they win Orders and operations are efficient/effective, FTS too stands to gain, and in that sense are teamed. It is imperative that the Order recipients deliver cost effective I.T. solutions, maintain customer satisfaction and provide Contract administration in the best faith for this synergistic association to succeed.

Contract Pricing Information

There is a two-fold approach to pricing. First, ceiling prices/rates for the pre-established line items are proposed as part of the overall competitive best value source-selection process leading to award of the Master Contracts (MCs or Contracts).

Second, Fair Opportunity competition among FA MC awardees, which often includes reductions from the ceiling prices/rates, occurs as part of the OSP for definitized project requirements. Quotations submitted under the OSP shall leave no element of price uncertain and orders shall fix the Contractor's entitlement to compensation at the time of inception.

No global applications of indirect costs (i.e., overhead, general and administration expenses) or profit will be acceptable on any quotations at the order level since all line items will have all such allowable amounts included therein.

All applicable taxes are to be considered and included in the ceiling prices and rates and applied before the CAF.

Functional Areas

The FAs were defined by market research of HUBZone certified I.T. firms and are further explained in Section C.

Application of the Service Contract Act (SCA)

The labor categories identified in this solicitation are professional I.T. positions and thus exempt from the SCA. If a non-exempt labor category is added at the Order level, it will be incumbent upon the parties to include and abide by the applicable SCA wage determination.

Labor Rates & Labor/Skill Categories

The labor pricing schedules that follow call for ceiling prices, which are the maximum loaded rates to be proposed for work anywhere within the 50 states of the United States of America, and within the District of Columbia, for entities authorized in GSA Order ADM 4800.2E. Each ceiling rate must be fully burdened (inclusive of the entire - regular hourly rate, fringe benefits, any other indirect charges, profit, and the 1% CAF allocable thereto.) When formulating each unit price, the CAF shall be applied last. The Government will neither pay a premium/differential for overtime (work in excess of 40 hours in a week), nor for work during irregular hours, weekends or holidays. The ceiling rates do not serve as a mechanical measure of the rates to be quoted at the order level; all rates quoted for Orders must be lower than or equal to the ceiling rates (competitive pressures and the definitized project work and circumstances associated therewith, will influence rates actually quoted in response to RFQs) and be shown fully burdened in the manner of the ceiling rates. No separate breakout of line item unit price composition is required on quotations. No Orders will be issued at unreasonable/other than fair-market rates and in many instances the ceiling rates may be unreasonable.

EACH OFFEROR SHALL PROPOSE CEILING PRICES IN THE PRICING SCHEDULES FOR **ALL** LABOR CATEGORIES AND ALL PERIODS OF THE FAS APPLIED FOR. **FAILURE TO PROPOSE PRICING**

FOR ALL LABOR CATEGORIES AND ALL PERIODS OF THE FAS APPLIED FOR SHALL RESULT IN DISQUALIFICATION OF THE OFFER IN THE FA(S) IN WHICH THE OMISSION OCCURS.

The hourly ceiling price proposed shall apply uniformly regardless of actual utilization (i.e., even if only 5 hours of the estimated 21,000 hours are ordered, the hourly ceiling rate shall be the same.)

All line items shall be separately orderable. Pricing for all line items must stand-alone and not be dependent upon the ordering of any other line items.

All applicable taxes are to be considered and included in the ceiling prices and rates and applied before the CAF.

The labor categories and ceiling rates apply to a prime Contractors' subcontractor support at any tier.

The attached labor category descriptions are stated in terms of minimum qualifications/responsibilities and do not attempt to delineate the universe of responsibilities associated with a labor category by the commercial market. Contractors shall not be allowed to divert work from pre-defined labor categories to other labor categories based on a restrictive or hypertechnical reading of labor category descriptions.

Supplies, Travel and Other Direct Costs (ODCs)

All products and services necessary to provide solutions that are within the scope of the selected FA/NAICS code description are available to order.

Schedules "STODC", a subset of each price schedule, reflect the estimated bare costs for FA specific supplies (i.e., equipment, tools, materials, etc.), travel (e.g., transportation and per diem), ODCs (additional labor categories) and the Contractor's ceiling handling rates. Handling rates are markups applied to bare cost serving as maximum consideration for all indirect (i.e., overhead, general and administrative) charges, fringe benefits and profit. Handling rates will be expressed as a decimal and not a percentage, and be rounded to three places to the right of the decimal point. Handling markup on the CAF is not allowable.

If authorized in an Order, the Contractor will be reimbursed the bare cost of supplies, bare cost of travel (see Section G for more specifics regarding acceptable travel costs and limitations), and bare cost of ODCs plus the handling amounts (not to exceed the application of the ceiling rates) specifically definitized in the order. To reiterate, there is an absolute requirement that the bare cost amounts of the supplies, travel, ODCs and associated handling amounts be fixed at the time of Order inception (certain entitlement). The ceiling handling rates in the schedules of this Section B are caps on the markup allowed for overhead, G&A and profit - they do not serve as mechanical measures of those rates.

It is customary for profit to not be applied to travel costs and it is not allowable under this Contract.

The 1% CAF (or .01 when expressed as a numeral) shall be included in the handling rate offered for Supplies, Travel and Other Direct Costs.

All applicable taxes are to be considered and included in the ceiling prices and rates and applied before the CAF.

EACH OFFEROR SHALL PROPOSE RATES FOR ALL CEILING HANDLING RATES FOR ALL PERIODS OF THE FAS APPLIED FOR. FAILURE TO PROPOSE PRICING FOR ALL CEILING HANDLING RATES IN ALL PERIODS OF THE FAS APPLIED FOR SHALL RESULT IN DISQUALIFICATION OF THE OFFER IN THE FA(S) IN WHICH THE OMISSION OCCURS.

The ceiling handling rate(s) proposed shall stand regardless of actual utilization (e.g., even if only \$5000.00 of the estimated \$500,000.00 for supplies is ordered, the ceiling handling rate remains constant.)

All line items shall be separately orderable. Dollar amounts for all line items must stand-alone and not be dependent upon the ordering of any other line items.

FA1 Schedule of Prices
Price Schedule A
Years One and Two

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	21,000	\$_____	\$_____
2	Web Designer	21,000	\$_____	\$_____
3	Web Software Developer	21,000	\$_____	\$_____
4	Web Technical Administrator	21,000	\$_____	\$_____
5	Web Content Administrator	21,000	\$_____	\$_____
6	Web Security Administrator	21,000	\$_____	\$_____

FA1 - Price Schedule A - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Years One & Two (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA1 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	10,500	\$_____	\$_____
2	Web Designer	10,500	\$_____	\$_____
3	Web Software Developer	10,500	\$_____	\$_____
4	Web Technical Administrator	10,500	\$_____	\$_____
5	Web Content Administrator	10,500	\$_____	\$_____
6	Web Security Administrator	10,500	\$_____	\$_____

FA1 - Price Schedule B - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Three (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA1 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	10,500	\$_____	\$_____
2	Web Designer	10,500	\$_____	\$_____
3	Web Software Developer	10,500	\$_____	\$_____
4	Web Technical Administrator	10,500	\$_____	\$_____
5	Web Content Administrator	10,500	\$_____	\$_____
6	Web Security Administrator	10,500	\$_____	\$_____

FA1 - Price Schedule C - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Four (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA1 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	10,500	\$_____	\$_____
2	Web Designer	10,500	\$_____	\$_____
3	Web Software Developer	10,500	\$_____	\$_____
4	Web Technical Administrator	10,500	\$_____	\$_____
5	Web Content Administrator	10,500	\$_____	\$_____
6	Web Security Administrator	10,500	\$_____	\$_____

FA1 - Price Schedule D - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Five (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

FA1 Price Evaluation Case

Totals

Evaluated amounts

Years One & Two \$ _____

Year Three - Option Period One \$ _____

Year Four - Option Period Two \$ _____

Year Five - Option Period Three \$ _____

Total Evaluated Price \$ _____

FA2 Schedule of Prices
Price Schedule A
Years One and Two

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	21,000	\$_____	\$_____
2	Web Designer	21,000	\$_____	\$_____
3	Web Software Developer	21,000	\$_____	\$_____
4	Web Technical Administrator	21,000	\$_____	\$_____
5	Web Content Administrator	21,000	\$_____	\$_____
6	Web Security Administrator	21,000	\$_____	\$_____
7	Senior Network Engineer	21,000	\$_____	\$_____
8	Network Engineer	21,000	\$_____	\$_____
9	Information Ctr. Consultant	21,000	\$_____	\$_____
10	Information Ctr. Specialist	21,000	\$_____	\$_____

FA2 - Price Schedule A - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____
12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Years One & Two (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA2 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	10,500	\$_____	\$_____
2	Web Designer	10,500	\$_____	\$_____
3	Web Software Developer	10,500	\$_____	\$_____
4	Web Technical Administrator	10,500	\$_____	\$_____
5	Web Content Administrator	10,500	\$_____	\$_____
6	Web Security Administrator	10,500	\$_____	\$_____
7	Senior Network Engineer	10,500	\$_____	\$_____
8	Network Engineer	10,500	\$_____	\$_____
9	Information Ctr. Consultant	10,500	\$_____	\$_____
10	Information Ctr. Specialist	10,500	\$_____	\$_____

FA2 - Price Schedule B - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____
12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Three (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA2 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	10,500	\$_____	\$_____
2	Web Designer	10,500	\$_____	\$_____
3	Web Software Developer	10,500	\$_____	\$_____
4	Web Technical Administrator	10,500	\$_____	\$_____
5	Web Content Administrator	10,500	\$_____	\$_____
6	Web Security Administrator	10,500	\$_____	\$_____
7	Senior Network Engineer	10,500	\$_____	\$_____
8	Network Engineer	10,500	\$_____	\$_____
9	Information Ctr. Consultant	10,500	\$_____	\$_____
10	Information Ctr. Specialist	10,500	\$_____	\$_____

FA2 - Price Schedule C - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____
12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Four (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA2 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Web Project Manager	10,500	\$_____	\$_____
2	Web Designer	10,500	\$_____	\$_____
3	Web Software Developer	10,500	\$_____	\$_____
4	Web Technical Administrator	10,500	\$_____	\$_____
5	Web Content Administrator	10,500	\$_____	\$_____
6	Web Security Administrator	10,500	\$_____	\$_____
7	Senior Network Engineer	10,500	\$_____	\$_____
8	Network Engineer	10,500	\$_____	\$_____
9	Information Ctr. Consultant	10,500	\$_____	\$_____
10	Information Ctr. Specialist	10,500	\$_____	\$_____

FA2 - Price Schedule D - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____
12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Five (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

FA2 Price Evaluation Case

Totals

Evaluated amounts

Years One & Two

\$ _____

Year Three - Option Period One

\$ _____

Year Four - Option Period Two

\$ _____

Year Five - Option Period Three

\$ _____

Total Evaluated Price

\$ _____

FA3 Schedule of Prices
Price Schedule A
Years One and Two

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Data Warehousing Project Manager	21,000	\$_____	\$_____
2	Data Architect	21,000	\$_____	\$_____
3	Data Warehouse Analyst	21,000	\$_____	\$_____
4	Data Warehousing Programmer	21,000	\$_____	\$_____
5	Data Warehousing Administrator	21,000	\$_____	\$_____
6	Database Manager/ Administrator	21,000	\$_____	\$_____
7	Database Analyst/ Programmer - Senior	21,000	\$_____	\$_____
8	Database Analyst/ Programmer - Intermediate	21,000	\$_____	\$_____
9	Database Analyst/ Programmer - Associate	21,000	\$_____	\$_____
10	Data Administrator	21,000	\$_____	\$_____

FA3 - Price Schedule A - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____

12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Years One & Two (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA3 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Data Warehousing Project Manager	10,500	\$_____	\$_____
2	Data Architect	10,500	\$_____	\$_____
3	Data Warehouse Analyst	10,500	\$_____	\$_____
4	Data Warehousing Programmer	10,500	\$_____	\$_____
5	Data Warehousing Administrator	10,500	\$_____	\$_____
6	Database Manager/ Administrator	10,500	\$_____	\$_____
7	Database Analyst/ Programmer - Senior	10,500	\$_____	\$_____
8	Database Analyst/ Programmer - Intermediate	10,500	\$_____	\$_____
9	Database Analyst/ Programmer - Associate	10,500	\$_____	\$_____
10	Data Administrator	10,500	\$_____	\$_____

FA3 - Price Schedule B - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____

12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Three (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA3 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Data Warehousing Project Manager	10,500	\$_____	\$_____
2	Data Architect	10,500	\$_____	\$_____
3	Data Warehouse Analyst	10,500	\$_____	\$_____
4	Data Warehousing Programmer	10,500	\$_____	\$_____
5	Data Warehousing Administrator	10,500	\$_____	\$_____
6	Database Manager/ Administrator	10,500	\$_____	\$_____
7	Database Analyst/ Programmer - Senior	10,500	\$_____	\$_____
8	Database Analyst/ Programmer - Intermediate	10,500	\$_____	\$_____
9	Database Analyst/ Programmer - Associate	10,500	\$_____	\$_____
10	Data Administrator	10,500	\$_____	\$_____

FA3 - Price Schedule C - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____

12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Four (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA3 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Data Warehousing Project Manager	10,500	\$_____	\$_____
2	Data Architect	10,500	\$_____	\$_____
3	Data Warehouse Analyst	10,500	\$_____	\$_____
4	Data Warehousing Programmer	10,500	\$_____	\$_____
5	Data Warehousing Administrator	10,500	\$_____	\$_____
6	Database Manager/ Administrator	10,500	\$_____	\$_____
7	Database Analyst/ Programmer - Senior	10,500	\$_____	\$_____
8	Database Analyst/ Programmer - Intermediate	10,500	\$_____	\$_____
9	Database Analyst/ Programmer - Associate	10,500	\$_____	\$_____
10	Data Administrator	10,500	\$_____	\$_____

FA3 - Price Schedule D - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
11	Supplies	\$500,000	_____	\$_____

12	Travel	\$ 50,000	_____	\$_____
13	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Five (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

FA3 Price Evaluation Case

Totals

Evaluated amounts

Years One & Two

\$ _____

Year Three - Option Period One

\$ _____

Year Four - Option Period Two

\$ _____

Year Five - Option Period Three

\$ _____

Total Evaluated Price

\$ _____

**FA4 Schedule of Prices
Price Schedule A
Years One and Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Software Development - Lead	21,000	\$_____	\$_____
2	Software Development - Senior	21,000	\$_____	\$_____
3	Software Development - Intermediate	21,000	\$_____	\$_____
4	Software Development - Associate	21,000	\$_____	\$_____
5	Applications Programming Supervisor	21,000	\$_____	\$_____
6	Applications Programmer - Lead	21,000	\$_____	\$_____
7	Applications Programmer - Staff Specialist	21,000	\$_____	\$_____
8	Applications Programmer - Senior	21,000	\$_____	\$_____
9	Applications Programmer - Intermediate	21,000	\$_____	\$_____
10	Web Project Manager	21,000	\$_____	\$_____
11	Web Designer	21,000	\$_____	\$_____
12	Web Software Developer	21,000	\$_____	\$_____
13	Client/Server Database Manager	21,000	\$_____	\$_____

**FA4 Schedule of Prices
Price Schedule A
Years One and Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
14	Client/Server Database Analyst/Programmer - Senior	21,000	\$_____	\$_____
15	Client/Server Database Analyst/Programmer - Intermediate	21,000	\$_____	\$_____

FA4 - Price Schedule A - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
16	Supplies	\$500,000	_____	\$_____
17	Travel	\$ 50,000	_____	\$_____
18	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Years One & Two (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA4 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

<u>CLIN</u>	<u>Skill Category</u>	(A)	(B)	<u>Total A*B</u>
		<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	
1	Software Development - Lead	10,500	\$_____	\$_____
2	Software Development - Senior	10,500	\$_____	\$_____
3	Software Development - Intermediate	10,500	\$_____	\$_____
4	Software Development - Associate	10,500	\$_____	\$_____
5	Applications Programming Supervisor	10,500	\$_____	\$_____
6	Applications Programmer - Lead	10,500	\$_____	\$_____
7	Applications Programmer - Staff Specialist	10,500	\$_____	\$_____
8	Applications Programmer - Senior	10,500	\$_____	\$_____
9	Applications Programmer - Intermediate	10,500	\$_____	\$_____
10	Web Project Manager	10,500	\$_____	\$_____
11	Web Designer	10,500	\$_____	\$_____
12	Web Software Developer	10,500	\$_____	\$_____
13	Client/Server Database Manager	10,500	\$_____	\$_____

**FA4 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
14	Client/Server Database Analyst/Programmer - Senior	10,500	\$_____	\$_____
15	Client/Server Database Analyst/Programmer - Intermediate	10,500	\$_____	\$_____

FA4 - Price Schedule B- Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
16	Supplies	\$500,000	_____	\$_____
17	Travel	\$ 50,000	_____	\$_____
18	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Three (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA4 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

<u>CLIN</u>	<u>Skill Category</u>	(A) <u>Estimated Hours</u>	(B) <u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Software Development - Lead	10,500	\$_____	\$_____
2	Software Development - Senior	10,500	\$_____	\$_____
3	Software Development - Intermediate	10,500	\$_____	\$_____
4	Software Development - Associate	10,500	\$_____	\$_____
5	Applications Programming Supervisor	10,500	\$_____	\$_____
6	Applications Programmer - Lead	10,500	\$_____	\$_____
7	Applications Programmer - Staff Specialist	10,500	\$_____	\$_____
8	Applications Programmer - Senior	10,500	\$_____	\$_____
9	Applications Programmer - Intermediate	10,500	\$_____	\$_____
10	Web Project Manager	10,500	\$_____	\$_____
11	Web Designer	10,500	\$_____	\$_____
12	Web Software Developer	10,500	\$_____	\$_____
13	Client/Server Database Manager	10,500	\$_____	\$_____

**FA4 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
14	Client/Server Database Analyst/Programmer - Senior	10,500	\$_____	\$_____
15	Client/Server Database Analyst/Programmer - Intermediate	10,500	\$_____	\$_____

FA4 - Price Schedule C - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
16	Supplies	\$500,000	_____	\$_____
17	Travel	\$ 50,000	_____	\$_____
18	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Four (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA4 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

<u>CLIN</u>	<u>Skill Category</u>	(A) <u>Estimated Hours</u>	(B) <u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Software Development - Lead	10,500	\$_____	\$_____
2	Software Development - Senior	10,500	\$_____	\$_____
3	Software Development - Intermediate	10,500	\$_____	\$_____
4	Software Development - Associate	10,500	\$_____	\$_____
5	Applications Programming Supervisor	10,500	\$_____	\$_____
6	Applications Programmer - Lead	10,500	\$_____	\$_____
7	Applications Programmer - Staff Specialist	10,500	\$_____	\$_____
8	Applications Programmer - Senior	10,500	\$_____	\$_____
9	Applications Programmer - Intermediate	10,500	\$_____	\$_____
10	Web Project Manager	10,500	\$_____	\$_____
11	Web Designer	10,500	\$_____	\$_____
12	Web Software Developer	10,500	\$_____	\$_____
13	Client/Server Database Manager	10,500	\$_____	\$_____

**FA4 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
14	Client/Server Database Analyst/Programmer - Senior	10,500	\$_____	\$_____
15	Client/Server Database Analyst/Programmer - Intermediate	10,500	\$_____	\$_____

FA4 - Price Schedule D - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
16	Supplies	\$500,000	_____	\$_____
17	Travel	\$ 50,000	_____	\$_____
18	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Five (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

FA4 Price Evaluation Case

Totals

Evaluated amounts

Years One & Two \$ _____

Year Three - Option Period One \$ _____

Year Four - Option Period Two \$ _____

Year Five - Option Period Three \$ _____

Total Evaluated Price \$ _____

FA5 Schedule of Prices
Price Schedule A
Years One and Two

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Applications Systems Analysis & Programming Supervisor	21,000	\$_____	\$_____
2	Applications Systems Analysis/Programmer - Lead	21,000	\$_____	\$_____
3	Applications Systems Analysis/Programmer - Senior	21,000	\$_____	\$_____
4	Applications Systems Analysis/Programmer Intermediate	21,000	\$_____	\$_____
5	Voice Communications Manager - Planning & Implementation	21,000	\$_____	\$_____
6	Network Planning Supervisor/ Project Manager	21,000	\$_____	\$_____
7	Network Planning Analyst - Senior	21,000	\$_____	\$_____
8	Network Planning Analyst - Intermediate	21,000	\$_____	\$_____
9	Business Systems Specialist	21,000	\$_____	\$_____
10	Business Systems Analyst - Lead	21,000	\$_____	\$_____
11	Business Systems Analyst - Senior	21,000	\$_____	\$_____

FA5 Schedule of Prices
Price Schedule A
Years One and Two

<u>CLIN</u>	<u>Skill Category</u>	(A) <u>Estimated Hours</u>	(B) <u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
12	Business Systems Analyst - Intermediate	21,000	\$_____	\$_____
13	Business Process Consultant	21,000	\$_____	\$_____
14	ERP Project Manager	21,000	\$_____	\$_____
15	ERP Programmer	21,000	\$_____	\$_____
16	ERP Senior Business Analyst	21,000	\$_____	\$_____
17	ERP Business Analyst	21,000	\$_____	\$_____
18	P/C LAN Management Analyst - Senior	21,000	\$_____	\$_____
19	P/C LAN Management Analyst - Intermediate	21,000	\$_____	\$_____

FA5 - Price Schedule A - Subset Schedule "STODC"

<u>CLIN</u>	<u>Category</u>	(A) <u>Estimated Cost</u>	(B) <u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
20	Supplies	\$500,000	_____	\$_____
21	Travel	\$ 50,000	_____	\$_____
22	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Years One & Two (for all CLINs): \$_____

Notes:

- 1 The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA5 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

<u>CLIN</u>	<u>Skill Category</u>	(A)	(B)	<u>Total A*B</u>
		<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	
1	Applications Systems Analysis & Programming Supervisor	10,500	\$_____	\$_____
2	Applications Systems Analysis/Programmer - Lead	10,500	\$_____	\$_____
3	Applications Systems Analysis/Programmer - Senior	10,500	\$_____	\$_____
4	Applications Systems Analysis/Programmer Intermediate	10,500	\$_____	\$_____
5	Voice Communications Manager - Planning & Implementation	10,500	\$_____	\$_____
6	Network Planning Supervisor/ Project Manager	10,500	\$_____	\$_____
7	Network Planning Analyst - Senior	10,500	\$_____	\$_____
8	Network Planning Analyst - Intermediate	10,500	\$_____	\$_____
9	Business Systems Specialist	10,500	\$_____	\$_____
10	Business Systems Analyst - Lead	10,500	\$_____	\$_____
11	Business Systems Analyst - Senior	10,500	\$_____	\$_____

**FA5 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
12	Business Systems Analyst - Intermediate	10,500	\$ _____	\$ _____
13	Business Process Consultant	10,500	\$ _____	\$ _____
14	ERP Project Manager	10,500	\$ _____	\$ _____
15	ERP Programmer	10,500	\$ _____	\$ _____
16	ERP Senior Business Analyst	10,500	\$ _____	\$ _____
17	ERP Business Analyst	10,500	\$ _____	\$ _____
18	P/C LAN Management Analyst - Senior	10,500	\$ _____	\$ _____
19	P/C LAN Management Analyst - Intermediate	10,500	\$ _____	\$ _____

FA5 - Price Schedule B - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
20	Supplies	\$500,000	_____	\$ _____
21	Travel	\$ 50,000	_____	\$ _____
22	Other Direct Costs	\$ 25,000	_____	\$ _____

TOTAL Year Three (for all CLINs): \$ _____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA5 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

<u>CLIN</u>	<u>Skill Category</u>	(A)	(B)	<u>Total A*B</u>
		<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	
1	Applications Systems Analysis & Programming Supervisor	10,500	\$_____	\$_____
2	Applications Systems Analysis/Programmer - Lead	10,500	\$_____	\$_____
3	Applications Systems Analysis/Programmer - Senior	10,500	\$_____	\$_____
4	Applications Systems Analysis/Programmer Intermediate	10,500	\$_____	\$_____
5	Voice Communications Manager - Planning & Implementation	10,500	\$_____	\$_____
6	Network Planning Supervisor/ Project Manager	10,500	\$_____	\$_____
7	Network Planning Analyst - Senior	10,500	\$_____	\$_____
8	Network Planning Analyst - Intermediate	10,500	\$_____	\$_____
9	Business Systems Specialist	10,500	\$_____	\$_____
10	Business Systems Analyst - Lead	10,500	\$_____	\$_____
11	Business Systems Analyst - Senior	10,500	\$_____	\$_____

**FA5 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
12	Business Systems Analyst - Intermediate	10,500	\$_____	\$_____
13	Business Process Consultant	10,500	\$_____	\$_____
14	ERP Project Manager	10,500	\$_____	\$_____
15	ERP Programmer	10,500	\$_____	\$_____
16	ERP Senior Business Analyst	10,500	\$_____	\$_____
17	ERP Business Analyst	10,500	\$_____	\$_____
18	P/C LAN Management Analyst - Senior	10,500	\$_____	\$_____
19	P/C LAN Management Analyst - Intermediate	10,500	\$_____	\$_____

FA5 - Price Schedule C - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
20	Supplies	\$500,000	_____	\$_____
21	Travel	\$ 50,000	_____	\$_____
22	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Four (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA5 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

<u>CLIN</u>	<u>Skill Category</u>	(A)	(B)	<u>Total A*B</u>
		<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	
1	Applications Systems Analysis & Programming Supervisor	10,500	\$_____	\$_____
2	Applications Systems Analysis/Programmer - Lead	10,500	\$_____	\$_____
3	Applications Systems Analysis/Programmer - Senior	10,500	\$_____	\$_____
4	Applications Systems Analysis/Programmer Intermediate	10,500	\$_____	\$_____
5	Voice Communications Manager - Planning & Implementation	10,500	\$_____	\$_____
6	Network Planning Supervisor/ Project Manager	10,500	\$_____	\$_____
7	Network Planning Analyst - Senior	10,500	\$_____	\$_____
8	Network Planning Analyst - Intermediate	10,500	\$_____	\$_____
9	Business Systems Specialist	10,500	\$_____	\$_____
10	Business Systems Analyst - Lead	10,500	\$_____	\$_____
11	Business Systems Analyst - Senior	10,500	\$_____	\$_____

**FA5 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
12	Business Systems Analyst - Intermediate	10,500	\$_____	\$_____
13	Business Process Consultant	10,500	\$_____	\$_____
14	ERP Project Manager	10,500	\$_____	\$_____
15	ERP Programmer	10,500	\$_____	\$_____
16	ERP Senior Business Analyst	10,500	\$_____	\$_____
17	ERP Business Analyst	10,500	\$_____	\$_____
18	P/C LAN Management Analyst - Senior	10,500	\$_____	\$_____
19	P/C LAN Management Analyst - Intermediate	10,500	\$_____	\$_____

FA5 - Price Schedule D - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
20	Supplies	\$500,000	_____	\$_____
21	Travel	\$ 50,000	_____	\$_____
22	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Five (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

FA5 Price Evaluation Case

Totals

Evaluated amounts

Years One & Two \$ _____

Year Three - Option Period One \$ _____

Year Four - Option Period Two \$ _____

Year Five - Option Period Three \$ _____

Total Evaluated Price \$ _____

FA6 Schedule of Prices
Price Schedule A
Years One and Two

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Help Desk Manager	21,000	\$_____	\$_____
2	LAN Administrator - Senior	21,000	\$_____	\$_____
3	LAN Administrator - Intermediate	21,000	\$_____	\$_____
4	LAN/WAN Integrator	21,000	\$_____	\$_____
5	Network Operations Project Manager	21,000	\$_____	\$_____
6	Client/Server Operations - Senior	21,000	\$_____	\$_____

FA6 - Price Schedule A - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Years One & Two (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA6 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Help Desk Manager	10,500	\$_____	\$_____
2	LAN Administrator - Senior	10,500	\$_____	\$_____
3	LAN Administrator - Intermediate	10,500	\$_____	\$_____
4	LAN/WAN Integrator	10,500	\$_____	\$_____
5	Network Operations Project Manager	10,500	\$_____	\$_____
6	Client/Server Operations - Senior	10,500	\$_____	\$_____

FA6 - Price Schedule B - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Three (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA6 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Help Desk Manager	10,500	\$_____	\$_____
2	LAN Administrator - Senior	10,500	\$_____	\$_____
3	LAN Administrator - Intermediate	10,500	\$_____	\$_____
4	LAN/WAN Integrator	10,500	\$_____	\$_____
5	Network Operations Project Manager	10,500	\$_____	\$_____
6	Client/Server Operations - Senior	10,500	\$_____	\$_____

FA6 - Price Schedule C - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Four (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA6 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Help Desk Manager	10,500	\$_____	\$_____
2	LAN Administrator - Senior	10,500	\$_____	\$_____
3	LAN Administrator - Intermediate	10,500	\$_____	\$_____
4	LAN/WAN Integrator	10,500	\$_____	\$_____
5	Network Operations Project Manager	10,500	\$_____	\$_____
6	Client/Server Operations - Senior	10,500	\$_____	\$_____

FA6 - Price Schedule D - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
7	Supplies	\$500,000	_____	\$_____
8	Travel	\$ 50,000	_____	\$_____
9	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Five (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.

2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

FA6 Price Evaluation Case

Totals

Evaluated amounts

Years One & Two

\$ _____

Year Three - Option Period One

\$ _____

Year Four - Option Period Two

\$ _____

Year Five - Option Period Three

\$ _____

Total Evaluated Price

\$ _____

FA7 Schedule of Prices
Price Schedule A
Years One and Two

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Documentation Specialist	21,000	\$_____	\$_____
2	Technical Editor	21,000	\$_____	\$_____
3	Disaster Recovery Specialist	21,000	\$_____	\$_____

FA7 - Price Schedule A - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
4	Supplies	\$500,000	_____	\$_____
5	Travel	\$ 50,000	_____	\$_____
6	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Years One & Two (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA7 Schedule of Prices
Price Schedule B
Year Three - Option Period One**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Documentation Specialist	10,500	\$_____	\$_____
2	Technical Editor	10,500	\$_____	\$_____
3	Disaster Recovery Specialist	10,500	\$_____	\$_____

FA7 - Price Schedule B - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
4	Supplies	\$500,000	_____	\$_____
5	Travel	\$ 50,000	_____	\$_____
6	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Three (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA7 Schedule of Prices
Price Schedule C
Year Four - Option Period Two**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Documentation Specialist	10,500	\$_____	\$_____
2	Technical Editor	10,500	\$_____	\$_____
3	Disaster Recovery Specialist	10,500	\$_____	\$_____

FA7 - Price Schedule C - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
4	Supplies	\$500,000	_____	\$_____
5	Travel	\$ 50,000	_____	\$_____
6	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Four (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

**FA7 Schedule of Prices
Price Schedule D
Year Five - Option Period Three**

		(A)	(B)	
<u>CLIN</u>	<u>Skill Category</u>	<u>Estimated Hours</u>	<u>Hourly Ceiling Labor Rate</u>	<u>Total A*B</u>
1	Documentation Specialist	10,500	\$_____	\$_____
2	Technical Editor	10,500	\$_____	\$_____
3	Disaster Recovery Specialist	10,500	\$_____	\$_____

FA7 - Price Schedule D - Subset Schedule "STODC"

		(A)	(B)	
<u>CLIN</u>	<u>Category</u>	<u>Estimated Cost</u>	<u>Ceiling Handling Rate</u>	<u>Total [(A*B)+A]</u>
4	Supplies	\$500,000	_____	\$_____
5	Travel	\$ 50,000	_____	\$_____
6	Other Direct Costs	\$ 25,000	_____	\$_____

TOTAL Year Five (for all CLINs): \$_____

Notes:

1. The price evaluation case will be made on 100% of the extended item totals. This methodology doesn't constitute a promised level of business or alter the minimum guarantee.
2. In no event will the Government agree to an individual item price or rate that is unreasonable, even if the arithmetic is satisfactory in the price evaluation case.
3. The handling ceiling rate will be rounded to three places to the right of the decimal for evaluation and contract purposes.

FA7 Price Evaluation Case

Totals

Evaluated amounts

Years One & Two

\$ _____

Year Three - Option Period One

\$ _____

Year Four - Option Period Two

\$ _____

Year Five - Option Period Three

\$ _____

Total Evaluated Price

\$ _____

Section C

Description/specifications/statement of work

Background

The SBSDC located in Kansas City, Missouri has responsibility for awarding and administering a portfolio of GWACs with HUBZone certified firms. These Contracts provide FTS Client Support Centers (CSCs) vehicles to offer value-added services, paired with reselling Contractors' innovative high quality IT solutions, to OGAs. OGAs wishing to obtain direct Order authority must apply for written authorization from the SBSDC Contracting Officer. The SBSDC's web site is at <http://www.fast.sdc.gsa.gov>.

As mentioned previously, Orders are normally processed through CSCs which offer value-added services to federal agencies, including:

- Acceptance and management of funds
- Assistance with statements of work
- Development of statements of work
- Delivery/Task Order development and negotiations
- Order issuance
- Invoice processing/payment
- Order administration

GSA Regional Client Support Center Map:



GSA Regional Client Support Center Contact List:

Region 1	(ME, NH, VT, MA, CT, RI)	Andy Grichtmeier	617-565-5765
Region 2	(NY, NJ, PR, & VI)	Don Nicholson	518-424-4537
Region 3	(PA, DE, MD, VA, & WV)	Mark Aucello	215-656-8664
Region 4	(NC, SC, KY, TN, MS, AL, GA, & FL)	Roz Fullerton	404-331-3175
Region 5	(OH, MI, IN, IL, WI, & MN)	Howard Norris	312-886-8814
Region 6	(MO, IA, KS, & NE)	Wayne Cooper	816-926-7576
Region 7	(AR, LA, TX, OK, & NM)	Sharon O'Toole	817-978-3687
Region 8	(ND, SD, CO, WY, MT, & UT)	Dan Blackburn	303-236-7425
Region 9	(AZ, NV, CA, HI, & GU)	John Powell	415-522-4557
Region 10	(ID, OR, WA, & AK)	James Swartwood	360-475-6801
NCR	(District of Columbia)	Curtis Wilson	202-708-7700
FEDSIM		Lisa Akers	703-306-7623
FMSSC		Chiquita D. Phillips	202-208-5090
Smart Card		Michael Brooks	202-501-2765
Fed Learn		Marco Santini	703-605-9980
CISS		Melanie Lewis	202-708-6679
European Business Unit (EBU)		Debra Luptak	816-823-4873

Statement of Work

The Contractor shall furnish the necessary means and methods (including, but not limited to - personnel, material, services, supervision, documentation, transportation, shipping, tools, appliances and facilities) required to meet requirements of this Contract and any Orders.

Scope

This procurement is set-aside for HUBZone certified businesses qualified under one or more of the following 1997 North American Industrial Classification System (NAICS) codes, each of which, along with associated business categories, delineates the scope of a FA: 514191 On-Line Information Services, 514199 All Other Information Services, 514210 Data Processing Services, 541511 Custom Computer Programming Services, 541512 Computer Systems Design Services, 541513 Computer Facilities Management Services, 541519 Other Computer Related Services.

As a "solutions" based Contract, the scope includes all products and services necessary to meet the requesting activity's requirements fundamentally derived from the applicable NAICS code definition.

The geographical scope of coverage includes the 50 states of the United States of America and the District of Columbia, and an organizational scope of coverage of those entities authorized in GSA Order ADM 4800.2E. Work opportunities outside of the 50 states of the United States of America and the District of Columbia for entities authorized in GSA Order ADM 4800.2E may be presented to the Contract holders in the applicable FA.

The SBSDC hopes for the HUBZone Contracts to become a preferred channel for Federal Government entities to fulfill their HUBZone statutory goals and meet their mission objectives.

The SBSDC has the right/option to conduct open seasons from time to time in Order to award additional Contracts when it is advantageous to the Government (i.e., to achieve the level of ten firms per FA - open seasons are discussed in more detail in Section H).

The Government acquires IT services/equipment under this Contract by means of Orders with specifically defined scopes/requirements, deliverables and schedules. Contractors shall only perform work under this Contract as directed in bona-fide written Orders issued by duly authorized and warranted COs.

IT COVERAGE

The following Business Categories are encompassed by the NAICS codes/FAs, and may be featured in SBSDC marketing efforts.

<ul style="list-style-type: none">μ Applications Service Providers (ASP)μ Business Process Reengineeringμ Cabling & Wiringμ Call Centersμ Computer Operations/Supportμ Configuration Managementμ Contingency Planningμ Data Base Design/Generationμ Data Entry/Electronic Inputμ Data Processingμ Data Warehousingμ Disaster Preparedness/Recoveryμ Distance Learningμ Document Imagingμ Documentationμ E-Commerceμ Electronic Data Inputμ End User Supportμ Enterprise Resource Planning (ERP)μ Equipment Inventory & Maintenance	<ul style="list-style-type: none">μ Facilities Planning/Supportμ Hardwareμ Hardware/Software Maintenanceμ Help Deskμ Independent Verification & Validationμ Information assurance and securityμ Internet Service Providerμ LAN/SAN/WAN Design & Supportμ Legacy Interfaces/Data Migrationμ Network Design & Installationμ Network Managementμ Software Develop./Testingμ System Analysisμ System Design & Integrationμ Telephonyμ Video Conferencingμ Virus Detection/Recoveryμ Voice over IPμ Web Design
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The list of Business Categories initially presented is robust, but is not meant to be exhaustive with regard to what may be appropriate within a NAICS code/FA. Additional Business Categories to NAICS codes/FA pairings may be considered upon request during the solicitation period and it is hoped all significant existing Business Categories will be dispositioned then.

The Government reserves the right to add new/emergent Business Categories matched with a FA in Order to reduce cost, increase efficiency and performance, or any other reason found to be advantageous to the HUBZone Contract Program.

FUNCTIONAL AREAS (Based Upon NAICS Codes)

FA1 NAICS 514191 On-Line Information Services (Previously SIC 7375).

This U.S. industry comprises Internet access providers, Internet service providers, and similar establishments primarily engaged in providing direct access through telecommunications networks to computer-held information compiled or published by others.

Business Categories --

- μ Internet Service Provider
- μ Web Hosting

FA2 NAICS 514199 All Other Information Services (Previously SIC 8999)

This U.S. industry comprises establishments primarily engaged in providing information services (except news syndicates, libraries, archives, and online information access). Activities performed by establishments in this industry include telephone-based information recordings and information search services on a Contract basis.

Business Categories --

- μ Application Service Provider (ASP)
- μ Call Centers
- μ Distance Learning
- μ E-Commerce
- μ Video Conferencing

FA3 NAICS 514210 Data Processing Services (Previously SIC 7374, 7379, 7389). This industry comprises establishments primarily engaged in providing electronic data processing services. These establishments may provide complete processing and preparation of reports from data supplied by customers; specialized services, such as automated data entry services; or may make data processing resources available to clients on an hourly or timesharing basis.

Business Categories --

- μ Data Entry/Electronic Input
- μ Data Processing
- μ Data Warehousing
- μ Document Imaging
- μ Electronic Data Input
- μ Storage Area Networks

FA4 NAICS 541511 Custom Computer Programming Services (Previously SIC 7371). This U.S. industry comprises establishment's primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer.

Business Categories --

- μ Data Base Design/Generation
- μ Legacy Interfaces/Data Migration
- μ Software Develop./Testing
- μ Web Design

FA5 NAICS 541512 Computer Systems Design Services (Previously SIC 7373, 7379). This U.S. industry comprises establishments primarily engaged in planning and designing computer systems that integrate computer hardware, software, and communication technologies. The hardware and software components of the system may be provided by this establishment or company as part of integrated services or may be provided by third parties or vendors. These establishments often install the system and train and support users of the system.

Business Categories --

- μ Business Process Reengineering (BPR)
- μ Cabling & Wiring
- μ Configuration Management
- μ Enterprise Resource Planning (ERP)
- μ Hardware
- μ LAN/WAN Design
- μ Network Design & Installation
- μ System Analysis
- μ System Design and Integration

- μ Telephony
- μ Voice over IP

FA6 NAICS 541513 Computer Facilities Management Services (Previously SIC 7376). This U.S. industry comprises establishments primarily engaged in providing on-site management and operation of clients' computer systems and/or data processing facilities. Establishments providing computer systems or data processing facilities support services are included in this industry.

Business Categories --

- μ Computer Operations/Support
- μ End User Support
- μ Equipment Inventory & Maintenance
- μ Facilities Planning/Support
- μ Hardware/Software Maintenance
- μ Help Desk
- μ Network Management

FA7 NAICS 541519 Other Computer Related Services (Previously SIC 7379). This U.S. industry comprises establishments primarily engaged in providing computer-related services (except custom programming, systems integration design, and facilities management services). Establishments providing computer disaster recovery services or software installation services are included in this industry.

Business Categories --

- μ Contingency Planning
- μ Disaster Preparedness/Recovery
- μ Documentation
- μ Information Assurance and Security
- μ Independent Verification & Validation
- μ Virus Detection/Recovery

Section D

Packaging and marking

Not all Orders will include shipment of supplies, but when one does, Section D applies.

Specific requirements may be included in Orders. All initial and subsequent packing, marking and storage incidental to shipping/transportation under this CONTRACT shall be made at the Contractor's expense. Packing, marking and storage costs shall not be billed to the Government unless specifically authorized in a valid Order.

552.211-73 Marking (FEB 1996)

- (a) General requirements. Interior packages, if any, and exterior shipping containers shall be marked as specified elsewhere in the Contract. Additional marking requirements may be specified on Orders issued under the Contract. If not otherwise specified, interior packages and exterior-shipping containers shall be marked in accordance with the following standards:
 - (1) Deliveries to civilian activities. Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation.
 - (2) Deliveries to military activities. Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation.
- (b) Improperly marked material. When Government inspection and acceptance are at destination, and delivered supplies are not marked in accordance with Contract requirements, the Government has the right, without prior notice to the Contractor, to perform the required marking, by Contract or otherwise, and charge the Contractor therefor the reasonable actual cost of that performance. This right is not exclusive, and is in addition to other rights or remedies provided for in this Contract.

(End of clause)

552.211-75 Preservation, Packaging and Packing (FEB 1996)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable

commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container of each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an Order, but not specifically provided for by the Contract, such packing details must be the subject of an agreement independently arrived at between the Ordering agency and the Contractor.

(End of clause)

552.211-77 Packing List (FEB 1996)

- (a) A packing list or other suitable shipping document shall accompany each shipment and shall indicate:
- (1) Name and address of the consignor;
 - (2) Name and complete address of the consignee;
 - (3) Government Order or requisition number;
 - (4) Government bill of lading number covering the shipment (if any); and
 - (5) Description of the material shipped, including item number, quantity, number of containers, and package number (if any).
- (b) When payment will be made by Government commercial credit card, in addition to the information in (a) above, the packing list or shipping document shall include:
- (1) Cardholder name and telephone number and
 - (2) The term "Credit Card."

(End of clause)

Section E

Inspection and acceptance

The inspection/acceptance requirements and standards stated in this Contract and any in associated Orders are to be viewed, to the maximum extent practicable, as complementary.

Notice of Hybrid Contract

Section E contains a diverse population of clauses, some covering common topics but distinguishable in their applicability at the Order level by Order level characteristics, i.e. Contract Order Type (Fixed Price Supply or Service and Time & Materials/Labor Hours), the individual value of each Order, and the complexity of the requirements. A good example of this is that the Contract contains three Inspection clauses, 52.246-2, 52.246-4 and 52.246-6. It is patently evident that 52.246-2 applies to Fixed Price Supplies Orders, 52.246-4 applies to Fixed Price Services Orders and 52.246-6 applies to Time and Material & Labor Hours Orders.

52.252-2 Contract Clauses Incorporated by Reference (Feb 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

52.246-2	Inspection of Supplies – Fixed Price (Alt I applies to FP Incentive Orders)	(Aug 1996)
52.246-4	Inspection Of Services – Fixed Price	(May 2001)
52.246-6	Inspection--Time-and-Material and Labor-Hour	(Jan 1986)
52.246-15	Certificate of Conformance	(Apr 1984)
52.246-16	Responsibility For Supplies	(Apr 1984)

(End of clause)

Contractor Responsibilities Associated with Inspection, Testing and Acceptance of Contractor Provided Products and Services

The Contractor is responsible for completion, verification, confirmation and communication to the Government of all inspections and tests results necessary to substantiate that the products and services furnished under Orders conform to the Contract and Order requirements. Receipt isn't complete and Government testing, inspection and acceptance need not begin until after the Contractor has fulfilled the aforementioned responsibilities.

Government Responsibility for Inspection and Acceptance

Government inspection and acceptance of all items and services under Orders is typically accomplished by the Client Agency's assigned Client Representative (CR) or designee at the location(s) cited in the Order. The CO, if necessary, completes rejection.

General Acceptance Criteria

Unless otherwise provided in an Order, acceptance criteria include: Quality requirements in the specifications, Quantity requirements in the specifications, and Timeliness requirements in the specifications (which correspond to what is being assessed on past performance surveys).

Section F

Deliveries or performance

52.252-2 Contract Clauses Incorporated by Reference (Feb 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

52.211-17	Delivery of Excess Quantities	(Sep 1989)
52.242-15	Stop-Work Order	(Aug 1989)
52.242-17	Government Delay of Work	(Apr 1984)
52.247-34	F.O.B. Destination	(Nov 1991)

(End of clause)

Notice Regarding Late Delivery

If a Contractor anticipates difficulty in complying with any delivery and/or performance requirements, they shall immediately notify the CO, the ITR/ITM and the CR orally and in writing giving pertinent rationale and proposed corrective action(s). This initial notification shall be informational in nature and receipt thereof shall not be construed as a waiver by the Government of any schedule, rights, or remedies.

52.211-16 Variation in Quantity (Apr 1984)

(a) A variation in the quantity of any item called for by this Contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

___0% (unless indicated otherwise in the Order)_____ Percent increase

___0% (unless indicated otherwise in the Order)_____ Percent decrease

This increase or decrease shall apply to the total quantity of each item without regard to destination (unless indicated otherwise in the Order)

(End of clause)

Section G

Contract administration data

The Contractor shall provide all management, administrative, marketing, quotation, clerical and supervisory functions and actions required for effective and efficient Contract administration without direct cost to the Government.

GSA SBSDC CONTRACTING OFFICER

General Services Administration, 6TA
Attn: Matthew Verhulst
1500 E. Bannister Road
Kansas City, MO 64131

Phone: (816) 926-1366
E-mail: matthew.verhulst@gsa.gov
Fax: (816) 926-7474

Order Selection Process (OSP) & Quotations

Fair Opportunity to compete will normally be provided to all Contract holders in the applicable FA pool on all RFQs/Orders exceeding \$2,500.00, unless one or more of the four statutory Fair Opportunity exceptions found in Federal Acquisition Regulation (FAR) 16.505 applies - see www.acqnet.gov. Those exceptions are, in brief: urgency, unique or highly specialized expertise, logical follow-on to an Order already competed under this Contract, or satisfaction of a minimum guarantee.

There must remain at least three qualified offerors in a FA for the FA to be utilized. If the number of qualified awardees in a FA falls below three, it will act as a stay to the utilization of those less than three contracts until such a time as three contract awards in the FA are in effect. The Government will make efforts to maintain the minimum level of three contract awardees per functional area through the conduct of occasional open seasons with the understanding that doing so remains at the Government's discretion and that the length of any open season acquisition cycle is a matter subject to many variables outside of the Government's control. No specific promises regarding open season timing, duration or outcomes are expressed or implied.

The Government may disseminate RFQs via the GSA FTS IT Solutions Shop (ITSS) <http://it-solutions.gsa.gov>, facsimile, e-mail, commercial mail carrier, or www.fedbizopps.gov. The use of any one of the preceding mediums to broadcast an

RFQ notice to all Contract holders in the applicable FA pool satisfies the Fair Opportunity notification requirement. All Contractors are advised to maintain complete up-to-date registrations and diligently monitor their accounts in ITSS and www.fedbizopps.gov.

Competitive award criteria will be established in the RFQ (price will always be a criterion (past performance will always be a criterion for Orders expected to exceed \$100,000.00)). Either best value/tradeoff or low price - technically acceptable evaluations are authorized at the RFQ level, with a preference for the former. The Government may require oral presentations. The Government may evaluate quotations without discussions; therefore, each initial quote should contain the best terms. Quotes are due within 5 working days (Monday through Friday) of issuance of the RFQ unless another response time is specifically identified in the RFQ. Quotes shall remain valid for a period of not less than 60 calendar days if the minimum acceptance period is not stated in the RFQ.

The cognizant Contracting officer responsible for the RFQ will definitize the requirement which will generally include some or all of the following: (1) A statement of work and/or bill of materials, (2) a desired completion date along with milestones and/or delivery schedule, (3) the desired type of Contract (i.e., FFP, T&M, FPAF), (4) any change from the standard response deadline (5) the evaluation factors, (6) any special instructions, conditions, notices, performance measures/metrics, etc. and (7) the applicable Section 508 accessibility standards from 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.access-board.gov/sec508/508standards.htm> - PART 1194.

Orders for services shall contain, to the maximum extent practicable, performance based statements of work with meaningful performance measures/metrics. There is a useful Best Practices Guide issued by the Office of Federal Procurement Policy at <http://www.arnet.gov/Library/OFPP/BestPractices/> with which Contractors should be familiar.

There is a Government policy preference for Fixed Price terms when they are suited to the circumstances of a procurement.

Quotations will usually include the following (some of this will vary with the risk arrangements of the proposed Order, i.e., the level of detail in a fixed price scenario may differ from a time and materials one), if applicable:

- A narrative description of the plans for performance, technical approach, who will perform the work, how the work will be accomplished and potential risks or problem areas
- Contractor's assumptions used in developing the quotation

- Resumes for all key personnel proposed (if there are key personnel requirements) and the methods employed to retain them
- Proposed milestones and acceptance criteria
- A general work breakdown structure for accomplishing the requirements and functions identified above, showing the labor categories, ODCs, unit prices, quantities and totals applicable to each time period/major work segment, and cumulative totals
- FOB Destination shipping is expected unless otherwise specifically permitted by the RFQ.
- Section 508 compliance assurances

All unit prices for line items shall be constructed and quoted as identified in Section B.

There shall not be a separate line item for/global application of indirect charges, fringe benefits, profit or the CAF on any quotation at the Order level since all line items will have all such allowable amounts included therein.

Contractors are not required to quote. Failure to quote on any RFQ in no way jeopardizes a firm's ability to respond to future RFQs.

Order Conditions

Funding for each Order shall be contained in the Order and not in the Contract. The minimum guarantee is intended to be met by Orders and not by an outright payment from the SBSDC. Issuance of a single Order or a series of Orders having a cumulative value equal to or greater than the minimum guarantee satisfies the minimum guarantee.

Supplies and services will be Ordered by issuance of written Orders on GSA Form 300, Standard Form 1449 or DD Form 1155. Other Forms may be considered by the SBSDC Contracting Officer on a case-by-case basis. Oral Orders are not authorized. Facsimile distribution of Orders is authorized and such Orders considered to be properly issued when error free transmission is complete.

No work will be performed, no debt or obligation accrued and no payment will be made except as authorized by a bona-fide written Order signed by a duly warranted CO having Order authority.

A bona-fide Order will include all of the following applicable elements, the lack of any single one makes an Order defective. Non bona-fide Orders shall be brought to the immediate attention of the SBSDC Contracting Officer and all Government personnel listed on the face of the Order for dispositioning:

- Date of Order
- GSA Contract number
- Government Order number
- Appropriation and accounting data
- If for product, description of end item(s) to be furnished
- If for services, description of service(s) to be performed
- If for product, delivery date(s)
- If for product, shipping address(es)
- If for services, period(s) of performance, performance timeframe(s) and performance deadline(s)
- If for services, place(s) of performance
- Price/risk arrangements, line items with associated dollar amounts & total Order amount
- If for services, scope of work
- If for product, bill of materials
- Signature of authorized Order CO
- Billing/Invoice address
- Name of issuing Agency
- Name, signature and phone number of Order CO
- Name and phone number of CR, if not the Order CO
- Name of Client Agency
- Name of Contractor

The Contractor shall be bound by the terms and conditions in the Contract and in Orders. Every effort shall be made to find the terms and conditions of an Order meaningful and in harmony with/as complementary to those of the Contract. In the event of a conflict between a term in an Order and in the Contract, the Contract shall control.

Only SBSDC COs are authorized to modify any Contract terms and conditions.

Any required change to a previously issued Order may only be made in a writing by a duly warranted CO having Order authority.

Supplies, Travel and ODCs

Supplies include, among other things, equipment, hardware and software, and may be considered at the Order level under the supplies line items, but must be specifically authorized in writing in the Order to be reimbursed.

Travel is negotiable at the Order level under the travel line items, but must be specifically authorized in writing in the Order to be reimbursed, and shall not exceed the parameters and rates allowed by Government travel regulations (FTR for civilian agency work, JTR for military agency work) for a Government employee traveling under identical circumstances. The quoted handling rate is not subject to the FTR or JTR. No fee/profit will be allowed on travel or per diem.

The Government won't authorize per diem expenses at permanent assignments (those 6 months or longer). Per diem payments will be made to the Contractor, but are intended as reimbursement to Contractor employees. Such payments are not intended as profit for the Contractor nor are they intended to be subject to deduction or set-aside by the Contractor.

Normally the Government will not reimburse any costs associated with the relocation of Contractor personnel, though it may be authorized at the Government's discretion. If authorized relocation is two-phased, to include a move to a new site and also a return, the former will be paid upon initiation of services at the site, but the later shall be paid as part of the final payment under the Order. If the Government has paid relocation for a Contractor employee and the employee is no longer available to perform due to Contractor fault, misconduct or negligence, then any relocation cost for replacement personnel shall be solely the Contractor's responsibility.

As already stated in Section B, the attached labor category descriptions are stated in terms of minimum qualifications/responsibilities and do not attempt to delineate the universe of responsibilities associated with a labor category by the commercial market. Contractors shall not be allowed to divert work from pre-defined labor categories to other labor categories based on a restrictive or hypertechnical reading of labor category descriptions. With that said, additional labor categories not anticipated/covered in the pricing schedules may be quoted under the ODC line items subject to standard of review cited above.

Quantities

Offerors are cautioned to propose on the total quantity of items requested.
Quotes for less than the total quantity solicited may be rejected.

Delegation of Ordering Authority

- The GSA SBSDC CO hereby delegates Contract compliant Order authority (RFQ competition & evaluation, Order issuance, Order modification/administration and Order reporting authority) to all warranted FTS COs - a class delegation. Such authority may not be re-delegated.
- The SBSDC may delegate Contract compliant Order authority in writing directly to other Government agency (OGA) COs. These delegations will be performed on an individual, case-by-case basis, and not to a class of COs. Proof of a valid delegation to an OGA CO takes the form of a written and signed letter specifically naming the OGA CO. At the present time, this type of delegation is four pages long.

Order Level Protest

In accordance with Federal Acquisition Regulation (FAR) 16.505(a)(6), "No protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an Order under a Task-Order Contract or Delivery-Order Contract, except for a protest on the grounds that the Order increases the scope, period, or maximum value of the Contract".

GSA's Delivery/Task Order Ombudsman

Disputes related to other matters affecting Order award may be directed to the Ombudsman responsible for the duties described at FAR 16.505(b)(6). The Ombudsman for GSA is:

Donald J. Suda
Special Assistant for Contractor Integrity
Office of Acquisition Policy (MV)
1800 F Street, NW - Rm.: 4031
Washington, DC 20405-0002

Phone: (202) 501-4770
Fax: (202) 501-1986

Contract Training Meetings

The SBSDC intends to hold three post-award meetings in order to coordinate with the Contract awardees. A meeting is likely to be held on the West Coast of the United States, Kansas City, and on the East Coast of the United States. It is vital that the awardees, particularly the awardees' Contract Managers, make every effort to attend one of those meetings, as it will be an early opportunity to develop our working relationship and share best practices.

Contract Review Meetings

Each Contractor's Contract manager shall participate in a semi-annual structured Contract review meeting with SBSDC staff. The meeting will last approximately 60 minutes and may be via teleconference or in person at the SBSDC offices located at 1500 E. Bannister Road, Kansas City, MO 64131.

Payment of Invoices

Payment will be made upon Government acceptance of the entire Order (unless incremental delivery payments, performance milestone payments or progress payments have been agreed to, or other specific arrangements are established in the Order).

If the supplies or services are rejected for failure to conform to the requirements of the Contract/Order, or any other Contractually legitimate reason, the Contractor shall not be paid, or shall be paid an amount negotiated or directed by the CO.

Invoice/Request for Payment Submission

Upon appropriate delivery and acceptance of supplies or performance and acceptance of services per the terms of each Order, the Contractor may submit a valid Order specific invoice to the payment office specified in the Order.

The Contractor agrees that the submission of an invoice for payment is a certification that the supplies or services for which the Government is being billed have been rendered per the terms of the Order, in the quantities shown on the invoice, at the rates agreed to in the Order and that the supplies or services are in the quantity and of the quality designated by the Order.

Only original invoices shall be submitted. Invoices must be plainly marked with the heading "**Invoice**" or substantially similar. Invoices marked "**Statement**" or similar are not acceptable and will not be processed.

Invoices must contain the following or they will be considered defective:

- Description of line items, unit prices, quantities and extended prices conforming to their structure in the applicable Order
- Total invoice amount
- Prompt payment discount offered
- Name of the business concern and invoice date
- Government Order number
- GSA Contract number
- Government Project Number & Title
- Accounting Control Transaction (ACT) number for GSA FTS Orders
- Period of Performance covered
- Contractor Invoice Number
- Government Client name and address
- Name, title, phone number, and complete mailing address of the responsible Contractor official to whom payment is to be sent. The "remit to" address must correspond to the remittance address in the Contract
- Information necessary to enable the Government to make payment by wire transfer

Charges not specifically authorized in a bona-fide Order by the Government shall not be paid.

Copies of Contractor paid invoices and receipts shall be maintained by the Contractor for the life of the Contract, for three years thereafter, and made available to the Government at no direct cost to the Government upon request.

Invoices for final payment must be identified as such and submitted when Order requirements have all been completed and no further charges are to be incurred. A copy of the written client acceptance of completion must be attached to final invoices.

Cost Recovery Report (CRR)

The CRR is a report of all invoices and payments received against all active Orders under this Contract. The Contractor is to provide the Order Number, Ordering Office, Client Agency and location, the Invoice Number, the amount of the invoice, Payment Received, the amount of the Contract Access Fee (CAF), total CAF per Order and the total CAF paid for the reporting period. The report shall include the total amount of the listed invoices and remittances for both the reporting period as well as cumulative totals for each active Order to date. A CRR is required even when no invoices occur during the reporting period. Invoices that extend beyond the Contract period will be reported within 60 days of final delivery. The CRR shall be submitted in the GSA selected software format (currently MS Excel 97™) by the fifth work day following the close of the calendar month. A copy of the CRR is included in Section J. To download the CRR format go to website: www.fast.sdc.gsa.gov.

CRRs shall be submitted along with the CAF payment and sent to the following:

GSA
6FG, GWAC Center
PO Box 16020
Kansas City, MO 64112

The Government reserves the right to inspect without further notice, such records of the Contractor as pertain to Orders under this Contract. Willful failure or refusal to furnish the required reports, or falsification thereof, shall constitute sufficient cause for terminating the Contract for default.

SBSDC Fee Collection

GSA operating costs associated with awarding and managing this Contract are recovered through the 1% CAF. Contractors shall seamlessly embed the CAF in the unit prices submitted with their Order quotations. There are different methods by which the 1% CAF due to the SBSDC may be calculated, and a uniform method will be utilized → 1% of the amounts paid to the Contractor for Contract work for the reporting period.

The Contractor shall collect the CAF and remit it to GSA. The CAF amount due shall be paid by check to:

General Services Administration
FTS, Solutions Development Center (6TA)
P.O. Box (filled in post award)
Kansas City, Missouri 64112

Where multiple invoices and/or multiple Orders are involved, the CAF may be consolidated into one payment. To ensure the payment is credited properly, the Contractor shall submit the check along with a printed copy of the CRR.

The Contractor shall pay GSA not later than the 10th work day of each month the CAF for all invoices rendered the preceding month (for example: the CAF is due in July for payments received in June). If the full amount of the CAF is not paid within 30 calendar days after the end of the applicable payment date, it shall constitute a debt to the United States Government under the Debt Collection Act of 1982 and the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR 52.232-17, Interest.)

If the Contractor fails to submit documented sales reports, payments, falsifies payment documentation, or fails to pay the CAF in a timely manner, the Government may terminate or cancel the Contract. Willful failure or refusal to furnish the required reports, falsification of reports, or failure to pay the CAF timely constitutes sufficient cause for terminating the Contractor for default. The Government's entitlement to the CAF survives any termination.

Simplified CRR & CAF Payment

The Contractor has the option to pay the entire CAF for an Order up front and realize administrative savings from not having to issue a stream of checks for the CAF, and not having to submit information in the Invoice No., Invoice Date, Invoice Amount and Payment Received portions of CRRs following the 1st instance of reporting of the Order in a CRR. The CAF is non-refundable.

Contract Key Personnel

Each Contract awardee shall designate a Contract Manager (the Key Personnel position for this Contract) who is responsible for overall coordination of their Contract with the Government. This person --

- Organizes, directs, and coordinates planning and production of all Contract support activities
- Has excellent oral and written communication skills, with a demonstrated capability for dealing with, and may meet with, all levels of internal personnel and external representatives
- Formulates and reviews strategic plans, marketing plans, subcontracting, and deliverable items, determines Contract costs, and ensures conformity with Contract terms and conditions

- Explains policies, purposes, and goals of the Contractor's organization, and GSA's policies and procedures applicable to this Contract, to Contractor personnel
- Takes appropriate action as required to avoid personal services Orders
- Must be authorized to negotiate on behalf of and bind the Contractor to Orders

Key personnel must be assigned for the duration of the Contract barring circumstances outside the control of the Contractor (e.g., death, resignation, disability, etc.) or otherwise accepted by the Contracting Officer.

Subcontracting

Pursuant to FAR 52.219-3 found in Section I, Contract holders may not subcontract greater than 50% of their personnel work under this Contract on a cumulative basis (i.e., although individual Orders may have greater than 50% personnel subcontracting, the total cumulative personnel subcontracting under all task Orders may not exceed 50% at any time.) Contractors shall maintain an up-to-date tally of their personnel subcontracting percentage under this Contract and be cognizant of their standing relative to it. Contractors shall submit an annual report no later than 30 calendar days after each Contract year detailing the personnel subcontracting percentage under Orders performed during the previous Contract year. The report shall show the personnel subcontracting percentage for the Contract year under each Order, the cumulative total for the reporting period and the cumulative total for the life of the Contract. The Government reserves the right to call for this report from time to time and to limit new Orders at any time to a Contractor not in compliance with FAR 52.219-3.

Current & Past Performance Information (IAW FAR 42.15)

It is the SBSDC's intent to collect complete performance evaluations for each Order. The requiring office will assess the Contractor's performance in areas such as quality, quantity and timeliness. Such ratings may have bearing on the Contractor's likelihood to receive future Orders. The past performance questionnaire in Section J of the solicitation shall be used for this purpose.

It is incumbent upon the requiring official, or their designee, to complete a performance record (essentially measures of quality, schedule timeliness, performance goal attainment, cost goal compliance and customer satisfaction) for each Order after completion of work, and at least annually for Orders having a performance period in excess of one year. Performance evaluations should be submitted to the SBSDC. Contractors should be cognizant of this requirement

and exercise their right to contribute to the final performance record. Organizations of caliber will not only plan for good performance, but also be aware of their current performance as perceived by the Government, and take steps (i.e., requesting interim evaluations, holding meetings with the Government, corrective action if required, etc.) to ensure performance is satisfactory throughout the life of each Order so that there will be no surprises at the completion of work.

Contractors are invited to document their performance under each Contract Order and submit it to the SBSDC. This standing invitation constitutes the SBSDC's effort to afford an opportunity for Contractors to address adverse ratings before they are utilized in a future selection process. A file of all received Government performance records and any Contractor supplemental information will be maintained and made available to interested parties having a bona-fide need to know.

The SBSDC is considering and may implement a mandatory uniform web-based past performance system in the future.

Observance of Federal Holidays

(a) Government personnel observe the following holidays, also shown at www.opm.gov/fedhol.

New Year's Day
Martin Luther Kings, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute, Executive Order or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not, by itself, be cause for an equitable adjustment, except if specifically authorized in an Order.

(c) It is understood and agreed between the Government and the Contractor that observance of such days by Government personnel shall not otherwise be a reason for an additional period of performance, or entitlement to compensation.

End of Contract Reporting

Summary reports will be required of each Contract awardee at the end of their Contract. Those reports must include a list of all Orders (from GSA or otherwise) issued under the Contract and associated: Government Order number, client agency name, total dollar value, period of performance, and the CAF amounts paid to the Government.

Section H

Special Contract requirements

Maximum Program Ceiling and Minimum Contract Guarantee

There isn't an individual Contract ceiling per se. Instead, there is a Contract Program maximum of \$2.5 billion over the life of all Contracts under the HUBZone GWAC. As an Order is issued against a Contract, the value of Orders that can be issued under all Contracts decreases by an equal amount.

The \$2.5 billion ceiling **IS NOT A CONTRACTUAL GUARANTEE.**

THE GUARANTEED MINIMUM PER ORIGINAL FA AWARD IS ONE HUNDRED FIFTY DOLLARS (\$150.00). The Government has no obligation to issue Orders to a Contractor beyond the minimum guarantee. While Contractors are entitled to the minimum guarantee, it is intended that they will compete for that amount under fair opportunity procedures. Issuance of a single Order or a series of Orders having a cumulative value equal to or greater than the minimum guarantee satisfies the minimum guarantee.

The exercise of an option does not re-establish, or result in an increase to, the Contract minimum guarantee.

The Contractor and Government agree that the minimum guarantee is adequate consideration to establish a binding indefinite-delivery, indefinite quantity Contract for the purpose intended by the solicitation.

A request for payout of the minimum guarantee must be submitted in writing to the Contracting Officer no more than 30 calendar days after the Contract period. Failure to submit the written demand to the Contracting Officer within that time period results in forfeiture of the minimum guarantee.

The SBSDC has the right to solicit for additional Contractors from time to time when it is advantageous to the Government (i.e. - to achieve the maximum of ten Contract holders per FA.) Contracts awarded under this open-season authority will share the ceiling of this Contract Program and their award shall not constitute a basis for Contractual adjustment for existing Contract holders. Solicitations and any resulting Contracts awarded under this authority will closely parallel the originals, and will not exceed their remaining duration.

Maintaining HUBZone certification is required for a firm to maintain its eligibility to receive new Orders against its Contract(s) under this Contract Program. Loss of HUBZone certification precludes a Contractor from receiving new Orders and its Contract(s) will be rescinded for future Orders. To this end, Contractors shall not

submit quotations in response to an RFQ or RFP under the auspices of this Contract Program once they have knowledge of their decertification as a HUBZone firm. Furthermore, upon possessing knowledge of decertification as a HUBZone firm, the decertified firm shall contact the SBSDC Contracting Officer and identify their change in status. The SBSDC Contracting Officer will verify HUBZone certification prior to exercising option periods, and may also conduct such reviews from time to time. A Contract with a decertified firm remains in full force and effect for Orders already issued by the Government. Option periods will not be exercised for Contractors who don't have HUBZone certification at that time.

The size standard increase of 15.8% for all NAICS codes covered by this solicitation effective February 22, 2002 applies to contract awardees.

Hold Harmless and Indemnification Agreement

The Contractor shall save/hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature, to include injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to or arising out of the terms of this Contract or Orders placed against it, resulting in whole or in part from the negligent acts, misconduct or omissions of the Contractor.

Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to gross negligence or intentional misconduct on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to another Federal statutory authority.

Government Furnished Property (GFP)

GFP, if any, will be identified in individual Orders. ALL GFP is furnished "as is".

Transportation of GFP

The Contractor shall be responsible for transporting all GFP after pickup at the f.o.b. point in the specifications, where risk of loss transfers to the Contractor, until proper return to the Government, where risk of loss returns to the Government.

Nondisclosure of GFP

The Contractor shall protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of this Contract, that the Government has not designated for public disclosure.

The material and information made available to the Contractor by the Government, or that the Contractor comes into contact with in completing this Contract, are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of this Contract are also the exclusive property of the Government. Upon completion or termination of this Contract, the Contractor shall turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of this Contract. A requirement to this effect shall be included in subcontracts at any tier.

Government Facility Access & Availability

FAR provision 52.237-1 Site Visit (Apr 1984) APPLIES TO EACH AND EVERY RFQ/ORDER ISSUED REGARDLESS IF IT IS CITED THERE OR NOT (it is a provision, and it usually applies only at the solicitation level, but it also applies to RFQ's/Orders under this Contract too.) Contractors uncertain of conditions for performance are instructed to inquire regarding means of premises ingress/egress, security requirements, delivery/demurrage, storage, use of approaches, use of corridors, use of stairways, use of elevators, Government furnished space/property/equipment, availability of/access to Government facilities on federal holidays, and similar matters prior to submission of a quotation.

During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.

Alternative Dispute Resolution

Alternative Dispute Resolution (ADR) procedure increases the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used by the Government any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, the Contracting Officer may apply ADR procedures to all or part of the claim. Contractor claims must be certified in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision are not altered.

Supervision of Employees

The Contractor's employees and subcontractor's employees of any tier shall remain under the Contractor's direct supervision at all times. Although the Government will coordinate with the Contractor within the scope of the Contract, detailed day-to-day instruction and supervision for the Contractor's and subcontractor's employees shall remain the responsibility of the Contractor. This is not a personal services Contract. The Government desires no privity of relationship with subcontractors.

Out of Scope Work

Contractors are AT RISK for performance in excess of that authorized in a bona-fide Order.

Contract Marketing

For the life of their Contract(s), each Contractor shall design, deploy, operate, maintain, update and manage a 24x7 Section 508 compliant informational web page (or pages) with a static URL that can be linked to externally solely featuring their SBSDC Contract(s). Each Contractor shall provide a prominent hyperlink to the aforementioned web page on their internet home page, after splash screen type introductions - if any, with no scroll down necessary to view the link. The specific taxonomy and look/feel/aesthetics of the web content remains at the discretion of the Contractor. The informational web page will address the specific Contract terms, product, maintenance and warranty offerings available, and provide a ready link to the SBSDC home page at www.fast.sdc.gov. The web site content shall be deployed and operational within 30 calendar days of Contract award.

Each Contract awardee shall attend a minimum of two trade shows or industry related conferences during each Contract year and prominently feature their SBSDC Contract(s).

If the Contractor intends to use the GSA logo in any way, they must have first received the SBSDC Contracting Officer's approval.

Documentation

The Contractor shall provide complete sets of operator, programmer, software system, utility, installation, and user manuals. The Contractor shall also provide other necessary documentation for all hardware and software delivered under this Contract in accordance with product line documentation standards,

All provided documentation shall be available either electronically or in hardcopy. Electronic documentation must be fully viewable via Adobe Acrobat Reader™, MS-Word™ or a furnished graphical user interface (with a full license to the GUI interface conveying to the Government) having intelligent search capabilities and must be easily printable from stand-alone and networked Hewlett Packard™ type printers.

It is desirable that documentation is available in both electronic and hardcopy formats.

Hardware Documentation shall include --

- System hardware manuals detailing specifications for system architecture, CPU, memory, and peripheral devices
- Interface manuals detailing all electrical and mechanical aspects of system interfaces, e.g. I/O channels, peripheral devices, and communication interface devices

Software Documentation shall include --

- Reference manuals detailing all elements and operations of all delivered language processors, text editors, I/O handlers, operating system, system generation, system architecture, software tools and utilities, configuration management, and performance measurement software
- Reference manuals detailing command language, communication software, input/output system, error handling, and diagnostic software
- Computer reference and system programmer manuals detailing every machine instruction and all programming considerations
- Problem determination and debugging guides
- A guide to writing device drivers
- Documentation of known problems and/or suspected system errors
- Introductory manuals for new users to the operating system and computer system environment
- An on-line introductory tutorial for new users

Other Manuals

The Contractor may include any other manuals and program information it considered useful.

Security Clearances

From time to time there may be opportunities for work requiring security clearances. RFQs will contain security clearance requirements, if any, and quoters must meet those requirements by the deadline for receipt of quotations unless a different standard is established in the RFQ, or they will be considered unacceptable.

Insurance Schedule

This schedule is in connection with 52.228-5 and 552.228-70 found in Section I.

1. Workman's compensation insurance required by law of the State where performance is conducted.
2. Comprehensive bodily injury insurance with limits of not less than \$500,000 for each occurrence.
3. Property Damage liability with a limit of not less than \$100,000 for each occurrence.
4. Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each occurrence, and property damage liability insurance with a limit of not less than \$50,000 for each occurrence.

Section I

Contract clauses

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

Notice of Hybrid Contract

Section I contains a diverse population of clauses, some covering common topics but distinguishable in their applicability at the Order level by Order level characteristics, i.e. Contract Order Type (Fixed Price Supply or Service and Time & Materials/Labor Hours), the individual value of each Order, and the complexity of the requirements. A good example of this is that the MC contains two Changes clauses, FAR 52.243-1 that applies to Fixed Price Orders and 52.243-3 that applies to Time and Materials/Labor Hours Orders. It is patently evident that 52.243-3 doesn't apply to Fixed Price Orders, and vice-versa.

FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

Clause No.	Clause Title	Date
52.202-1	Definitions	(Dec 2001)
52.203-3	Gratuities	(Apr 1984)
52.203-5	Covenant Against Contingent Fees	(Apr 1984)
52.203-6	Restrictions On Subcontractor Sales to the Government	(Jul 1995)
52.203-7	Anti-Kickback Procedures	(Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal Or Improper Activity	(Jan 1997)
52.203-10	Price of Fee Adjustment for Illegal or Improper Activity	(Jan 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(Jun 1997)
52.204-2	Security Requirements	(Aug 1996)
52.204-4	Printing/Copying Double-Sided On Recycled Paper	(Jun 1996)

52.209-6	Protecting the Government's Interest when subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Jul 1995)
52.211-5	Material Requirements	(Aug 2000)
52.214-34	Submission of Offers in the English Language	(Apr 1991)
52.214-35	Submission of Offers in U.S. Currency	(Apr 1991)
52.215-2	Audit and Records – Negotiations	(Jun 1999)
52.215-8	Order of Precedence—Uniform Contract Format	(Oct 1997)
52.215-14	Integrity of Unit Prices	(Oct 1997)
52.216-16	Incentive Price Revision - Firm Target	(Oct 1997)
52.216-17	Incentive Price Revision - Successive Targets	(Oct 1997)
52.217-2	Cancellation Under Multiyear Contracts	(Oct 1997)
52.217-9	Option to Extend the Term of the Contract	(Mar 2000)
52.219-3	Notice of Total HUBZone Set-Aside	(Jan 1999)
52.219-8	Utilization of Small Business Concerns	(Oct 2000)
52.222-1	Notice to the Government of Labor Disputes	(Feb 1997)
52.222-3	Convict Labor	(Aug 1996)
52.222-20	Walsh-Healey Public Contracts Act	(Dec 1996)
52.222-21	Certification of Nonsegregated Facilities	(Feb 1999)
52.222-26	Equal Opportunity	(Feb 1999)
52.222-29	Notification of Visa Denial	(Feb 1999)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(Dec 2001)
52.222-36	Affirmative Action for Handicapped Workers with Disabilities	(Jun 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	(Dec 2001)
52.223-5	Pollution Prevention and Right-to-Know Information	(Apr 1998)
52.223-6	Drug Free Workplace	(Mar 2001)
52.223-10	Waste Reduction Program	(Aug 2000)
52.223-14	Toxic Chemical Release Reporting	(Oct 1996)
52.224-1	Privacy Act Notification	(Apr 1984)
52.224-2	Privacy Act	(Apr 1984)

52.225-1	Buy American Act--Balance of Payments Program--Supplies	(Feb 2000)
52.225-13	Restrictions of Certain Foreign Purchases	(Jul 2000)
52.225-14	Inconsistency Between English Version and Translation of Contract	(Feb 2000)
52.227-1	Authorization and Consent	(Jul 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(Aug 1996)
52.227-3	Patent Indemnity	(Apr 1984)
52.227-14	Rights in Data	(Jun 1987)
52.227-19	Commercial Computer Software-Restricted Rights	(Jun 1987)
52.228-5	Insurance – Work on Government Installation	(Jan 1997)
52.229-3	Federal, State, and Local Taxes	(Jan 1991)
52.229-5	Taxes – Contracts Performed in U.S. Possessions or Puerto Rico	(Apr 1984)
52.229-6	Taxes – Foreign Fixed Price Contracts	(Jan 1991)
52.229-10	State of New Mexico Gross Receipts and Compensating Tax	(Oct 1988)
52.232-1	Payments	(Apr 1984)
52.232-7	Payments Under Time and Materials and Labor-Hour Contracts	(Mar 2000)
52.232-8	Discounts for Prompt Payment	(May 1997)
52.232-11	Extras	(Apr 1984)
52.232-17	Interest	(Jun 1996)
52.232-18	Availability of Funds	(Apr 1984)
52.232-23	Assignment of Claims	(Jan 1986)
52.232-25	Prompt Payment	(Mar 2001)
52.232-34	Payments by Electronic Funds Transfer -- Other than Central Contractor Registration	(May 1999)
52.233-1	Disputes	(Dec 1998)
52.233-3	Protest After Award	(Aug 1996)
52.237-2	Protection of Government Buildings, Equipment and Vegetation	(Apr 1984)
52.237-3	Continuity of Services	(Jan 1991)
52.239-1	Privacy or Security Safeguards	(Aug 1996)
52.242-1	Notice of Intent to Disallow Costs	(Apr 1984)
52.242-3	Penalties for Unallowable Costs	(Mar 2001)
52.242-13	Bankruptcy	(Jul 1995)
52.243-1	Changes-Fixed Price (Alt II applies	(Aug 1987)

	to service Orders)	
52.243-3	Changes -- Time and Materials or Labor-Hours	(Sept 2000)
52.244-2	Subcontracts	(Aug 1998)
52.244-6	Subcontracts for Commercial Items	(Dec 2001)
52.245-1	Property Records	(Apr 1984)
52.245-2	Government Property (Fixed Price Contracts)	(Dec 1989)
52.245-5	Government Property (Cost Reimbursement, Time and Materials or Labor Hour Contracts)	(Jan 1986)
52.245-19	Government Property Furnished "As-Is"	(Apr 1984)
52.246-23	Limitation of Liability	(Feb 1997)
52.246-25	Limitation of Liability – Services	(Feb 1997)
52.247-63	Preferences for US Flag Air Carriers	(Jan 1997)
52.248-1	Value Engineering	(Feb 2000)
52.249-2	Termination for Convenience of the Government (Fixed Price)	(Sep 1996)
52.249-8	Default (Fixed Price Supply and Service)	(Apr 1984)
52.249-14	Excusable Delays	(Apr 1984)
52.253-1	Computer Generated Forms	(Jan 1991)

(End of clause)

This Contract incorporates one or more General Services Administration Acquisition Regulation (GSAM) (48 CFR Chapter 5) Clauses incorporated by reference having the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

552.203-71	Restriction of Advertising	(Sep 1999)
552.215-70	Examination of Records by GSA	(Feb 1996)
552.228-70	Workman's Compensation Laws	(Sep 1999)
552.232-23	Assignment of Claims	(Sep 1999)
552.233-70	Protests Filed Directly with the General Services Administration	(Mar 2000)

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this Contract shall be Ordered by issuance of Delivery Orders or Task Orders by the individuals or

activities designated in the Schedule. Such Orders may be issued from date of Contract award through expiration including options thereof.

(b) All Delivery Orders or Task Orders are subject to the terms and conditions of this Contract. In the event of conflict between a Delivery Order or Task Order and this Contract, the Contract shall control.

(c) If mailed, a Delivery Order or Task Order is considered "issued" when the Government deposits the Order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this Contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under this Contract.

(b) Maximum Order. The Contractor is not obligated to honor-

(1) Any Order for a single item in excess of \$5,000,000.

(2) Any Order for a combination of items in excess of \$5,000,000; or

(3) A series of Orders from the same Ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a Requirement Contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR), the Government is not required to Order a part of any one requirement from the Contractor if that requirement exceeds the maximum-Order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any Order exceeding the maximum Order limitations in paragraph (b), unless that Order (or Orders) is returned to the Ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an Indefinite-Quantity Contract for supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimated only and are not purchased by this Contract.

(b) Delivery or performance shall be made only as authorized by Orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of Orders that may be issued. The Government may issue Orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any Order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the Order. The Contract shall govern the Contractor's and Government's rights and obligations with respect to that Order to the same extent as if the Order were completed during the Contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this Contract after the date specified in the Order.

(End of clause)

552.246-17 Warranty of Supplies of a Noncomplex Nature (DEC 1990) (DEVIATION FAR 52.246-17)

(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the Contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end item furnished by the Contractor and related services required under the Contract. The word does not include "data."

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this Contract, or any condition of this Contract concerning the conclusiveness thereof, the Contractor warrants that for one year after Government acceptance --

(i) All supplies furnished under this Contract will be free from defects in material or workmanship and will conform with the requirements of this Contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform to the requirements of this Contract.

(2) When return, correction, or replacement is required, the Contractor shall be responsible for all costs attendant to the return, correction or replacement of the nonconforming supplies. Any removal in connection with the above shall be done by the Contractor at its expense. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in the Contract and the Contractor's plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this Contract.

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within the warranty period. This notice shall contain information concerning the deficiencies found, the location of the nonconforming supplies, and the quantity involved.

(2) Within a reasonable time after the notice, the Contracting Officer may either—

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this Contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the Contract price by an amount equitable under the circumstances. When the nature of the defect in the nonconforming item is such that the defect affects an entire batch or lot of material, then the equitable price adjustment shall apply to the entire batch or lot of material from which the nonconforming item was taken.

(3) (i) If the Contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the Contract. The Contracting Officer—

(A) May, for sampling purposes, group any supplies delivered under this Contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the Contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the Contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the continental United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement. All costs incurred by the Government in returning the nonconforming supplies, including costs to the freight carrier resulting from the Contractor's refusal to accept their return, shall be for the Contractor's account.

(4) (i) The Contracting Officer may, by Contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor—

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Office may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the Contract price for all nonconforming supplies, including batch or lot materials, which either have been consumed, or other disposition has been made. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may return the supplies for screening and correction or replacement under subparagraph (c)(3)(ii)(D) above; store the nonconforming supplies for the Contractor's account; sell the nonconforming supplies to the highest bidder on the open market and apply the proceeds against the accumulated storage and other costs, including the cost of the sale; or otherwise dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this Contract.

(6) Unless otherwise provided, this warranty is applicable both within and outside the continental limits of the United States.

(7) In addition to other marking requirements of this Contract, the Contractor shall stamp or mark the supplies delivered or otherwise furnish notice with the supplies of the existence of the warranty. The marking should briefly include (i) a statement that the warranty exists, (ii) the substance of the warranty, (iii) its duration, and (iv) whom to notify if the supplies are found to be defective.

(End of clause)

52.246-18 Warranty of Supplies of a Complex Nature. (Apr 1984)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the Contract.

"Correction," as used in this clause, means the elimination of a defect.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this Contract. The word does not include "data."

(b) Contractor's obligations. (1) The Contractor warrants that for one year after Government acceptance all supplies furnished under this Contract will be free from defects in material and workmanship and will conform with all requirements of this Contract; provided, however, that with respect to Government-furnished property, the Contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

(2) Any supplies or parts thereof corrected or furnished in replacement shall be subject to the conditions of this clause to the same extent as supplies initially delivered. This warranty shall be equal in duration to that set forth in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(3) The Contractor shall not be obligated to correct or replace supplies if the facilities, tooling, drawings, or other equipment or supplies necessary to

accomplish the correction or replacement have been made unavailable to the Contractor by action of the Government. In the event that correction or replacement has been directed, the Contractor shall promptly notify the Contracting Officer, in writing, of the nonavailability.

(4) The Contractor shall also prepare and furnish to the Government data and reports applicable to any correction required (including revision and updating of all affected data called for under this Contract) at no increase in the Contract price.

(5) When supplies are returned to the Contractor, the Contractor shall bear the transportation costs from the place of delivery specified in the Contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return.

(6) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation contained in this Contract.

(c) *Remedies available to the Government.* (1) In the event of a breach of the Contractor's warranty in paragraph (b)(1) of this clause, the Government may, at no increase in Contract price--

(i) Require the Contractor, at the place of delivery specified in the Contract (irrespective of the f.o.b. point or the point of acceptance) or at the Contractor's plant, to repair or replace, at the Contractor's election, defective or nonconforming supplies; or

(ii) Require the Contractor to furnish at the Contractor's plant the materials or parts and installation instructions required to successfully accomplish the correction.

(2) If the Contracting Officer does not require correction or replacement of defective or nonconforming supplies or the Contractor is not obligated to correct or replace under paragraph (b)(3) of this clause, the Government shall be entitled to an equitable reduction in the Contract price.

(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within the warranty period. The Contractor shall submit to the Contracting Officer a written recommendation within 7 calendar days as to the corrective action required to remedy the breach. After the notice of breach, but not later than 30 calendar after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later

determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the Contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be one year after Government receipt from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for one year thereafter.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the Contract.

(End of clause)

52.246-19 Warranty of Systems and Equipment under Performance Specifications or Design Criteria. (Dec 1989)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the Contract.

"Correction," as used in this clause, means the elimination of a defect.

"Defect," as used in this clause, means any condition or characteristic in any supplies or services furnished by the Contractor under the Contract that is not in compliance with the requirements of the Contract.

"Supplies," as used in this clause, means the end items furnished by the Contractor and related services required under this Contract. Except when this Contract includes the clause entitled Warranty of Data, supplies also means "data."

(b) Contractor's obligations. (1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within one year of Government acceptance.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this Contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within the warranty. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within 7 calendar days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the Contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within 7 calendar days to amend the Contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the Contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this Contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this Contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this Contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this Contract.

(c) *Remedies available to the Government.* (1) The rights and remedies of the Government provided in this clause--

(i) Shall not be affected in any way by any terms or conditions of this Contract concerning the conclusiveness of inspection and acceptance; and

(ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this Contract.

(2) Within 30 calendar days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the Contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to--

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by Contract or otherwise--

(i) Obtain detailed recommendations for corrective action and either--

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

52.246-20 Warranty of Services. (Apr 1984)

(a) Definitions.

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the Contract.

"Correction," as used in this clause, means the elimination of a defect.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within one year from the date of acceptance by the Government. This notice shall state either--

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by Contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the Contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the Contract price.

(End of clause)

Year 2000 Warranty

Except where waived by specific Orders, the following warranties shall apply as appropriate:

Non-Commercial Supply Items -

The Contractor warrants that each non-commercial item of hardware, software, and firmware delivered or developed under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the item documentation provided by the Contractor, provided that all listed or unlisted items (e.g., hardware, software, firmware) used in combination with such listed item properly exchange date data with it. If the Contract/Order requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this Contract, provided that notwithstanding any provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any item whose non-compliance is discovered and made known to the Contractor within 365 days of acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

Commercial Supply Items -

The Contractor warrants that each hardware, software, and firmware commercial item products delivered under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g. hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the Contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this Contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within 365 days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

552.217-71 Notice Regarding Option(s) (Nov 1992) (GSAM)

The General Services Administration (GSA) has included an option to extend the term of this Contract in Order to demonstrate the value it places on quality performance by providing a mechanism for continuing a Contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this Contract in accordance with 48 CFR 517.207.

(End of clause)

Section J

List of attachments

<u>ATTACHMENT NO.</u>	<u>TITLE</u>
1	Labor Category Descriptions
2	Definitions
3	List of Acronyms
4	GSA Order ADM 4800.2E

Section K

Representations, certifications, and other statements of offerors

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

Provision No.	Provision Title	Date
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(Apr 1991)

(End of clause)

52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or Contract award (in the case of a sealed bid solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision_____

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of this or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting Contract is subject to

the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the Contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting Contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.219-1 Small Business Program Representations (Mar 2001)

(a)(1) The North American Industry Classification System (NAICS) code(s) for this acquisition are --

514191 On-Line Information Services

514199 All Other Information Services

514210 Data Processing Services

541511 Custom Computer Programming Services

541512 Computer Systems Design Services

541513 Computer Facilities Management Services

541519 Other Computer Related Services

(2) The small business size standards are all available at www.sba.gov/size/Table-of-Small-Business-Size-Standards-from-final-rule.htm, and specifically are --

514191 \$21m

514199 \$ 6m

514210 \$21m

541511 \$21m

541512 \$21m

541513 \$21m

541519 \$21m

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service Contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern for each FA applied for.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it () is, () is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is

accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:* _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government Contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in Order to obtain a Contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous Contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had Contracts subject to written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 Compliance with Veterans' Employment Reporting (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-13 Certification of Toxic Chemical Release Reporting (Oct 1986)

(a) Submission of this certification is a prerequisite for making or entering into this Contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this Contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the Contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this Contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

**52.225-2 Buy American Act--Balance of Payments (Feb 2000)
Program Certificate**

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(b) Foreign End Products:

Line Item No Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

**52.227-15 Representation of Limited Rights (May 1999)
Data and Restricted Computer Software**

(a) This solicitation sets forth the work to be performed if a Contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting Contract may also provide the Government the option to Order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the Contract. Any data delivered under the resulting Contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this Contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a Contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*]-

* None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

* Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the Contract clause entitled "Rights in Data--General."

(End of provision)

Subcontracting Report

Contractor Name _____

Contract Number _____

Reporting Period (mm/yyyy – mm/yyyy) _____ January 2005-January 2006 _____

<u>Task Order #</u>	<u>Total Task Order Amount (including modifications)</u>	<u>Cumulative \$ Value of Work Completed</u>	<u>Subcontractor Name</u>	<u>Cumulative Percentage of Subcontracted Work Performed</u>	<u>Cumulative \$ Value of Subcontracted Work Performed</u>
	\$	\$		%	\$
	\$	\$			
	\$	\$			
	\$	\$		%	\$
	\$	\$		%	\$
	\$	\$		%	\$
	\$	\$		%	\$
	TOTAL: \$	TOTAL: \$			TOTAL: \$

Use additional pages as necessary.

Cumulative means from the date of the contract notice to proceed through the end of the current reporting period

Contract Manager Signature _____ Date _____

Signature constitutes certification that the report is accurate and complete